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Attorneys for Defendant USAA Military Home,
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT FAIRBANKS

GEROME AND KELISSA LINEN,

Plaintiffs,

v.

UNITED SERVICES AUTOMOBILE
ASSOCIATION,

Defendant.

Case No. 4:13-cv-00004 RRB

ANSWER TO COMPLAINT

Defendant United Services Automobile Association through its counsel Farley &
Graves, P.C. hereby provides its answer to Plaintiffs' Complaint as follows:

FACTS

1. Answering paragraph 1, Defendant admits Plaintiff Kelissa Linen carries a policy
of insurance with Defendant.

2. Answering paragraph 2, Defendant admits Plaintiffs have insured two different vehicles with USAA under the subject policy.

3. Answering paragraph 3, Defendant is without personal knowledge of the allegations and is therefore without sufficient information to admit or deny and therefore denies the same.

3.5 Answering paragraph 3.5, Defendant is without sufficient information to admit or deny and therefore denies the same.

4. Answering paragraph 4, Defendant is without sufficient information to admit or deny the allegations and therefore denies the same.

5. Answering paragraph 5, Defendant admits Ms. Linen made a claim of UIM benefits under her policy and that the total applicable policy limits were paid to her under the policy to avoid dispute. It is further admitted Ms. Linen contends coverage is owed over and above that actually provided by the policy. Any and all remaining claims are denied.

6. Answering paragraph 6, Defendant admits the insurance policy contains provisions regarding UM/UIM coverages and "Other Insurance Coverage." Any and all remaining allegations are denied.

7. Answering paragraph 7, Defendant admits the total available UIM face limit is \$50,000. Any and all remaining allegations are denied.

8. Answering paragraph 8, Defendant admits all available UIM policy limits have been paid in full to Ms. Linen. Any and all remaining allegations are denied.

COUNT ONE

Answering "Count One," this allegation is a statement which contains a demand for relief which does not state a factual or other allegation. To the extent the Plaintiff/Plaintiffs seek payment beyond the applicable policy limit, all allegations contained herein are denied.

AFFIRMATIVE DEFENSES

By way of further answer and affirmative defenses, Answering Defendants allege as follows:

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff has fully complied with any and all obligations between the parties.
3. Plaintiff has failed to mitigate their damages, if any, and protect themselves from avoidable consequences.
4. Plaintiff's injuries, if any, are substantially less severe than alleged.
5. Defendant reserves the right to amend and/or to add further affirmative defenses as discovery and investigation develop.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant asks this Court to dismiss Plaintiffs' claim with prejudice, award Defendant its costs and fees, and provide further relief to which Defendant is entitled.

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2 DATED this 1st day of March 2013 at Anchorage, Alaska.

3 FARLEY & GRAVES, P. C.

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14 Attorneys for Defendant United Services
15 Automobile Association
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12 **CERTIFICATE OF SERVICE**

13 Pursuant to Civil Rule 5, I hereby certify that on this 1st day
14 of March 2013 a true and correct copy of the foregoing Answer to
15 Complaint was served electronically on the following person(s):

16 Kenneth L. Covell, Esq.
17 Law Office of Kenneth Covell
18 712 8th Avenue
19 Fairbanks, AK 99701
20 covelladmin@gsi.net

21 By: s/Cheryl L. Graves
22
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